CARRIERS—LIMITATION OF CARRIER'S LIABILITY FOR LOSS OF BAGGAGE.—NEW YORK CENTRAL & HUDSON R. R. Co. v. BEAHAM (1916) 37 SUP. CT. REP. 43.—An interstate passenger purchased a ticket on the face of which was printed the condition limiting the liability for baggage to $100 unless an excess charge was paid for any valuation over that amount. The ticket was presented at the baggage department and a trunk check containing the same conditions was received. The trunk was lost and the passenger sued to recover its reasonable value, disclaiming any knowledge of the condition. *Held,* that the acceptance and use of the ticket established *prima facie* an assent to the terms printed thereon, and that mere failure by the passenger to read the ticket could not overcome the presumption of assent.

As a matter of public policy it has generally been held that a carrier cannot by agreement with the passenger free itself absolutely from its common-law liability for negligence. *Brown v. Eastern R. Co.* (1853) 11 Cush. (Mass.) 97; *Saunders v. Southern R. Co.* (1904) 128 Fed. 15; *Buckland v. Adams Exp. Co.* (1867) 97 Mass. 124. But for a carrier to fix charges in proportion to the value of the property is quite as reasonable as to make the rate depend upon the character of the shipment. *In the Matter of Released Rates* (1908) 13 I. C. C. Rep. 550; *N. Y. C. & H. R. R. Co. v. Fraloff* (1880) 100 U. S. 24; *Kansas City So. R. Co. v. Carl* (1912) 227 U. S. 391. A shipper's assent to the limitation on the carrier's liability is presumed where the limitation appears in the terms of the ticket or check, or in the published rates. *Adams Exp. Co. v. Croninger* (1912) 226 U. S. 491; *B. & M. R. Co. v. Hooker* (1913) 233 U. S. 97; *Aiken v. Wabash R. Co.* (1899) 80 Mo. App. 8; *cf.* Cal. Civil Code (1901) sec. 2176. The limitation on the carrier's liability is valid because the lower valuation by the passenger is made for the purpose of obtaining the lower of two rates. *Hart v. Pa. R. Co.* (1881) 112 U. S. 337; *Mo. K. & T. R. Co. v. Harriman* (1912) 227 U. S. 657; *Adams Exp. Co. v. Croninger, supra.* It seems just that a shipper should not be allowed to reap the benefit if no loss occurs, and to repudiate the transaction in the event of loss A limitation based on an agreed value for the purpose of adjusting rates cannot be said to conflict with public policy.

R. L. S.

CARRIERS—PLACE OF DELIVERY—REBATE.—NEW YORK CENT. & H. R. R. Co. v. GENERAL ELECTRIC Co. (1916) 144 N. E. (N. Y.) 115.—Defendant's plant covered 180 acres, and contained an elaborate system of privately operated tracks connecting its various buildings. In a suit by plaintiff for freight charges, defendant counterclaimed for allowance for transporting goods over the tracks within its plant. *Held,* that such an allowance would be a rebate under the Interstate Commerce Act.

Before the days of railroads, common carriers were expected to make delivery at the consignee's home or place of business. *Fenner v. Buffalo & State Line R. R.* (1871) 44 N. Y. 505. But with an expansion of commerce and transportation facilities, delivery was expected to be made at freight-houses, or on private side-tracks. Vast development of industrial